

EXHIBIT O

Page 1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

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4 ORACLE USA, INC., a Colorado)
5 Corporation; ORACLE AMERICA,)
6 INC., a Delaware corporation,)
7 and ORACLE INTERNATIONAL)
8 CORPORATION, a California)
9 corporation,)

10 Plaintiffs,)

11 vs.) No. 2:10-cv-000106

12) LRH-PAL

13 RIMINI STREET, INC., a)
14 Nevada corporation; SETH)
15 RAVIN, an individual,)
16)

17 Defendants.)

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21 VIDEOTAPED DEPOSITION OF SAFRA CATZ

22 Wednesday, December 14, 2011

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25 PAGES 1 - 179

<p>1 customer. So they wouldn't be in the 15,000. I 2 have no idea how much software PeopleSoft has sold 3 since the beginning of time. So how many other 4 customers don't get support anymore, don't use the 5 software, I just have no idea.</p> <p>6 So we would have to look -- somebody in 7 support can give you the actual number of folks who 8 pay support, and that would be -- that's who we 9 would calling as a customer. 09:48:00</p> <p>10 Q. As a customer. You don't refer to 11 licensees that took licenses in the past as current 12 customers unless they are on support?</p> <p>13 A. Well, they bought -- they took a license a 14 while ago. That was a while ago. They can use it. 15 It's a perpetual license. They can use it forever. 16 But they are -- you know, they're not paying -- they 17 are not covered under a current contract. They 18 acquired their license -- I mean, it's like asking 19 Walgreens, you know, your customer from three years 20 ago, is that your customer right now? No.</p> <p>21 Q. So once Oracle signs a license agreement 22 with a company, then that deal is done and they are 23 only a customer going forward if they are paying 24 maintenance every year?</p> <p>25 A. They have bought the software. That's what</p>	<p>1 you know, through our product line? There are 2 customers who do not buy it at the same time.</p> <p>3 Q. How about for PeopleSoft, do you recall 4 ever a customer not having maintenance for year 1?</p> <p>5 A. As a general matter, they do want updates. 6 Even when they buy it right now, they want updates, 09:50:29 7 and they want to buy it in the first year.</p> <p>8 Q. But do you recall ever a customer, to your 9 knowledge, in year 1 of their PeopleSoft license not 10 having Oracle maintenance or support?</p> <p>11 A. No.</p> <p>12 Q. How about for JD Edwards?</p> <p>13 A. I don't know about JD Edwards. I don't 14 know.</p> <p>15 Q. Why is your answer different?</p> <p>16 A. JD Edwards is a very -- is a -- I 17 just don't know. So, no, I don't know of one 09:50:56 18 myself.</p> <p>19 Q. Okay. How about for Siebel, do you know of 20 one yourself?</p> <p>21 A. No.</p> <p>22 Q. Are you aware of reasons generally why 23 customers go off of Oracle or do not renew the 24 Oracle maintenance contract?</p> <p>25 A. Yes.</p>
<p style="text-align: center;">Page 42</p> <p>1 they have. We do not have a standing -- I guess it 2 depends what you want to call as a customer. That's 3 why I asked you, a customer ever, since the 4 beginning of time? 09:48:59</p> <p>5 Q. Okay. Let's talk about reasons why -- so 6 you will agree that not all licensees are Oracle 7 maintenance customers presently?</p> <p>8 A. Not all folks who have licensed perpetual 9 license have acquired a support contract.</p> <p>10 Q. Let's talk about the reasons why -- first 09:49:30 11 of all, when we're talking about acquire a support 12 contract, is it true that for year 1, so the first 13 year that the customer takes a license to the 14 software, that support is included in -- I guess, in 15 that deal. It's included in their first year?</p> <p>16 A. No.</p> <p>17 Q. No?</p> <p>18 A. I don't understand what you're asking.</p> <p>19 They license the software. They are free for their 20 license to not buy any support with it. 09:49:59</p> <p>21 Q. Okay. In year 1 as well?</p> <p>22 A. Yes.</p> <p>23 Q. Do you know of instances where customers 24 have not had maintenance in year 1?</p> <p>25 A. It depends for what software. But, I mean,</p>	<p style="text-align: center;">Page 44</p> <p>1 Q. What are the reasons that you're aware 2 of?</p> <p>3 A. They go out of business and stop using the 4 software, including bankruptcy or closed. They are 5 acquired and stop using the software. They switch 6 to a competitive product like an SAP, so they are 7 not using software. Those are the general 8 reasons.</p> <p>9 Q. Okay. Are you aware of any customers going 10 off of Oracle support because of poor customer 09:51:56 11 service?</p> <p>12 A. Off the top of my head, you know, I can't 13 think of one.</p> <p>14 Q. How about cost? Would that be part of 15 switching to a competitor in your mind?</p> <p>16 A. Because of the cost of the maintenance 17 contract?</p> <p>18 Q. Right.</p> <p>19 A. Without an alternative, they just stop 20 using support because they can't -- they don't want 09:52:30 21 to pay for it.</p> <p>22 Q. Either way. So we can take it under two 23 scenarios. Are you aware of any customers who go 24 off maintenance, and, you know, either self-support 25 or don't do any support because of the cost of</p>
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1 STATE OF CALIFORNIA) ss:

2 COUNTY OF MARIN)

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4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 19th day of December, 2011.

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25 
ASHLEY SOEVYN, CSR 12019